

YMCA SCUBA Program

Statement of Understanding/Waiver & Release

(Read carefully before signing)

I, _____, wish to participate in the skin diving/SCUBA diving course taught by Richard Leherpeur, Huu-Nghia Vuong & Staff (the "Instructor(s)" at _____ (the "Facility").

I have been thoroughly informed of the inherent hazards of skin diving and SCUBA diving, including the possibility of equalization injuries, decompression sickness, embolism or other hyperbaric injuries, and the risk of open-water dive trips that are necessary for training and which may be conducted at a site that is remote from a recompression chamber or other medical assistance. I understand these and other risks of an activity that is conducted on and under the water, and may be physically strenuous. **I hereby personally assume all risks in connection with this course for any loss or harm, personal injury, death or property damage which may occur to me as a result of my participation in the course or in diving thereafter, whether such risks are foreseen or unforeseen.**

In consideration of permitting me to participate in this course, I hereby agree to release, discharge and hold harmless my Instructor(s), the Facility, the YMCA of the USA, the YMCA SCUBA Program, and any of their assistants, employees or other agents (collectively, the "Released Parties") from liability for any and all claims I may have for loss or harm, personal injury, wrongful death or property damage, whether caused by any negligence of the Released Parties, either active or passive, or otherwise. I understand that this is a contract not to sue. I agree to save and hold harmless the Released Parties from any claim or lawsuit that may be brought at any time by me, my family, estate, heirs or assigns, arising from my participation in this course or the instruction I received.

I have read this Statement of Understanding/Waiver and Release. I understand the terms of this document, understand that I am waiving a right to sue by signing it, and sign it freely and voluntarily, without relying on any inducement or statement other than its terms. It is my intent that this document shall be a full and unconditional waiver of claims and release, to the fullest extent allowed by law.

Student's Signature _____ Date _____

Witness Signature _____

Print parent or guardian name when applicable:

Date

I am signing this document on behalf of myself and my minor child. I have read and understand this document and agree to be bound by all of its terms.

Signature _____ Witness Signature _____